

## NZME RADIO LTD GENERAL CONDITIONS OF ENTRY AND COMPETITION RULES

### Standard terms

1. The Promoter is New Zealand Media & Entertainment Radio Ltd (**NZME Radio Ltd**), 54 Cook Street, Auckland.
2. Entry into the promotion is deemed acceptance of these Conditions of Entry and Competition Rules (**Conditions**). NZME Radio Ltd reserves the right to exclude any person from the promotion on the grounds of criminal record or for medical reasons.
3. These Conditions including any special conditions in the Schedule (defined below) apply to all promotions run by NZME Radio Ltd. *Hokonui* (a Station of NZME Radio Ltd) will conduct the promotion. NZME Radio Ltd reserves the right to add and/or remove participating stations to and from the promotion at any time.
4. NZME Radio Ltd reserves the right to suspend, modify, terminate or cancel a promotion at any time. These Conditions may be amended from time to time by NZME Radio Ltd without notice.

### Liability

5. To the extent permitted by law, NZME Radio Ltd, its related companies, agencies, affiliates, sponsors or representatives (**Protected Parties**) will not be liable for, and the winner indemnifies them against, any claims, liability, loss or damage arising out of, or in connection with any promotion conducted by NZME Radio Ltd. Entrants agree that this clause is for the benefit of and enforceable by any of the Protected Parties for the purposes of the Contracts Act 1982.
6. Nothing in these Conditions is intended to exclude, restrict or modify a consumer's rights under the Consumer Guarantees Act 1993. These conditions must be read subject to those statutory provisions and will not affect any statutory rights that a prize-winner may have in relation to the return of goods.
7. If entry to this promotion is being made on-line (eg) via [hokonui.co.nz](http://hokonui.co.nz), by completing an entry, in addition, the entrant agrees to be bound by the website general Terms and Conditions of Use. In the event of conflict between these Conditions and the website General Terms and Conditions of Use, these Conditions will prevail.

### Special conditions

8. Specific terms and special restrictions or qualifications may apply to particular promotions, in which case a Schedule to these Conditions (**Schedule**) will be provided. The Schedule will be posted on [hokonui.co.nz](http://hokonui.co.nz), or available from the Promoter's reception. **The winner's signature in acceptance of any Schedule will be sought before receipt of a prize.**

### General prize information

9. NZME Radio Ltd reserves the right to refuse awarding any prize to a person who is determined, in NZME Radio Ltd's sole discretion, to have breached a term of these Conditions, tampered with the entry or claim process, gained unfair advantage in participating in the promotion or obtained a winner status using fraudulent means. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Conditions. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
10. No purchase is necessary to win or participate in the promotion, unless specified in the Schedule.

11. Winners under the age of 18 must be accompanied by a parent / legal guardian when the prize is awarded. A photo identification of the winner will be required – passport/birth certificate, drivers licence or student card. Where alcohol is a prize, the prize will be awarded to the winner's parent / legal guardian instead and the winner will not have any entitlement to the prize. In the absence of a parent/legal guardian or in the case of a difficulty in locating such a person within a reasonable time, the Promoter reserves the right to forfeit the prize and award it to an alternative winner pursuant to these Conditions. The parent or legal guardian accepting the prize will be required to sign acceptance of these Conditions and any Schedule.
12. The prize(s) are not redeemable for cash, exchangeable or transferable.
13. If the specified prize is unavailable due to unforeseen circumstances NZME Radio Ltd may substitute another prize of similar or equal value.
14. Winner(s) will be determined by a random draw from all valid entries received during the promotion period (unless otherwise specified in the Schedule). If the winner is determined by a judge/judges, then the judge's decision will be final and no correspondence will be entered into. Winner(s) will be notified by Hokonui by phone and or mail using the details submitted by the entrant upon entry into the promotion. **If the winner is not able to be contacted as stipulated in the Schedule following the first contact attempt, the Promoter, in its sole discretion, may draw an alternative winner without any liability to any person on the same terms and conditions as the original prize draw or selection. No compensation will be given to a winner who cannot be contacted as mentioned above.**
15. Some promotions on this website are only open to certain regions. Please ensure you have the correct region where you live selected on the top right hand corner of the home page, hokonui.co.nz.
16. Multiple entries are acceptable but each must be made as a separate entry.

#### **Personal details**

17. By accepting the prize, all winners grant NZME Radio Ltd exclusive permission to use their names, characters, photographs, voices and likeness in connection with the promotion and waive any claims to compensation for such use.
18. By entering a promotion, you confirm that the details you are entering are **your own details**, and are true and correct at the time of entry.
19. By entering a promotion, all entrants agree to make themselves available for a photo session if required by NZME Radio Ltd and acknowledge NZME Radio Ltd has the right to use these publicity photos in any reasonable manner.

All entrants consent to their personal information being collected and stored by NZME Radio Ltd for the purposes of this promotion. The Promoter may disclose the entrants' personal information to its contractors and agents to assist in conducting the promotion or communicating with entrants and, as required, to New Zealand regulatory authorities. Entrants should direct any request to opt out, access, update or correct their personal information to the Promoter through <http://advertising.nzme.co.nz/>. The Promoter's privacy policy can be viewed at <http://advertising.nzme.co.nz/privacy-policy/>. All entries will be the property of the Promoter.

#### **Prize pick up**

20. Prizes valued under RRP of \$50 (as at the time of the draw) may be mailed at the option of NZME Radio Ltd; all other prizes must be claimed in person by the winner from a place designated by the Promoter, unless otherwise specified. A photo identification will be

required (examples are driver's licence / passport / student card with photo). In extraordinary situations, with the prior permission of NZME Radio Ltd, a winner may nominate a representative to collect a prize. Written authorisation and ID for both winner and their representative will be required.

21. Any prize being collected by the winner must be picked up within 90 days of winning. NZME Radio Ltd will not notify the winners of time remaining – it is the sole responsibility of the winner to claim their prize within the 90 day timeframe. All unclaimed prizes will be forfeited.
22. In the event a winner chooses not to accept a prize, they will forfeit any claims to the prize, which can then be awarded to a runner-up or an alternative winner from the prize redraw (as may be the case) at the discretion of NZME Radio Ltd.
23. NZME Radio Ltd is at liberty to dispose of an unclaimed prize at the end of 90 days.
24. Entrants should allow two weeks for the delivery of prizes.

#### **Prizes that include international or domestic travel**

25. Where the prize includes travel and/or accommodation, either international or domestic (**Travel Prize**), the winner **MUST** have valid documentation, including but not limited to valid passports and Visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities (including any costs associated with delay, will be the sole responsibility of the winner).
26. When the Travel Prize includes travel to or through the United States, it is the winner's responsibility when travelling into or through (transiting included) the United States under the Visa Waiver Program to apply for an Electronic System for Travel Authorisation (ESTA) no later than 72 hours prior to departure if required. The winner must visit the US Department of Homeland Security website and fill in the required information. The cost of the ESTA is the sole responsibility of the winner.
27. The Travel Prize is not transferable or exchangeable and cannot be redeemed for cash. The Travel Prize must be taken as stated in the Schedule and no compensation will be payable if the winner is unable to use the Travel Prize as stated. For the avoidance of doubt, if the winner is, for whatever reason, unable to travel on a nominated date during this period, whether the failure was due to reasons beyond the winner's control or otherwise, then the winner will forfeit the Travel Prize.
28. The winner and their travelling companion must travel together at all times. The winner is responsible for transport from their residence to their nearest international airport for flight departure and from their nearest international airport to their residence upon returning to New Zealand.
29. Flight tickets are available on the regular scheduled services of each airline and are subject to seasonal embargos. The flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule.
30. Any changes to travel dates or additional accommodation outside the travel period specified in the Travel Prize details, made by the winner, which incur additional costs, are to be paid by the Travel Prize winner.
31. Unless explicitly stated in these Conditions or any Schedule, the winner will be responsible for expenses including, but not limited to, spending money, meals, drinks, transport, laundry charges, activities, incidentals, taxes (excluding departure and any other flight associated taxes included within the Travel Prize), gratuities, services charges, passports, visas, travel insurance and all other ancillary costs associated with redeeming the Travel Prize. The winner (if any) must obtain travel insurance to protect themselves against additional costs incurred in the event of unforeseen circumstances.

32. The Promoter makes no representation as to safety, conditions and other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the New Zealand Ministry of Foreign Affairs and Trade. The winner accepts the Travel Prize at their own risk.
33. All travel is subject to the standard terms, conditions and restrictions of the Travel Prize service providers. Any travelling companion included in the Travel Prize accepts the Travel Prize subject to these Conditions as if references to the winner in the relevant clauses were to the travelling companion. The winner and their travelling companion must sign a legal release, in a form acceptable to the Promoter in its absolute discretion, if requested by the Promoter.
34. When the Travel Prize includes international travel, where the winner is under 18 years of age they MUST be accompanied by a parent or guardian aged 18 or over at their costs. The parent or legal guardian will be required to sign acceptance of these Conditions and any Schedule. If the parent or legal guardian is unable to travel with the winner, the Travel Prize will be forfeited and may be awarded to an alternative winner.

### **Ineligibility**

35. Employees (and their immediate families) of NZME Radio Ltd and its related entities and affiliates, participating sponsors and their advertising agencies in New Zealand, and the employees of radio stations other than those owned or controlled by NZME Radio Ltd, are not eligible to participate and win. The term "immediate families" include spouses, grandparents, parents, children, and grandchildren whether by marriage, past marriages, civil union, remarriage, adoption, co-habitation or other family extension.

### **Technical Inability to Complete**

36. NZME Radio Ltd disclaims any responsibility for the inability to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnection, acts of God or otherwise. Entrants are restricted to the use of standard telephone, mobile phone and/or computer equipment.
37. If in the course of the promotion, prior to confirming the winner's identification and address, the phone line drops out or becomes disconnected for any reason, NZME Radio Ltd is not responsible for awarding such prize to that caller and the opportunity to win and will go on to the next available caller.
38. If there is a dispute arising out of use of telephone lines, websites, texts or email or any other form of technology during a competition, the decision of NZME Radio Ltd is final and no correspondence will be entered into.